

## SPECIAL EVENT - PUBLIC PROPERTY USER APPLICATION & AGREEMENT

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#### DO NOT USE FOR

\* Contractor
vehicle permit
OR
\* Single Day
Temporary Parking

Restriction

Request

### <u>DIRECTIONS</u>

#### Step One:

- If this request involves closing a street
   Contact Lafayette Police Special Operations Division / 765-807-1272
- If this request involves renting the Big Four Depot Community Room, Riehle Plaza, or John T. Myers Pedestrian Bridge Contact Facilities Department for availability / 765-807-1323

Step Two:

 Complete and submit this application to Lafayette Clerk's Office City Hall, 2<sup>nd</sup> floor, 20 N 6<sup>th</sup> Street, Lafayette, IN / 765-807-1021

<u>User Information</u> Race time 400 am								
Date of Event: Oct 31, 2020 Time: From: 7:30 am/pm to: 11:30 am/pm								
Name: 5K FOOT Pursuit Organization: LPD- FOOT Pursuit 5K								
Street Address: 20 N. 6 +10								
City: Lafayette State: In Zip Code: 47901								
Contact person(s): Lan O'Shields Phone Number(s): 765-807-1226  Cindy Hurray  Email: 1005hields @ lafayette.in, gov								
Email: 1005 hields @ lafayette.in, gov								
Event Description: 5K RUNIWALK- Raise money Heartford House								
Caterer: Caterer's Phone Number:								
This event will utilize the following venues (check all that apply):								
Big 4 Depot - Community Room Riehle Plaza John T. Myers Bridge								
City Right-of-way City Street Sidewalk Other Dopot Parking Lot								
This event will include the following elements (check all that apply):								
Estimated Attendance: 250 Private Trash Hauler (must be removed by 8am following day)								
Street/Sidewalk/Right-of-way restriction or closure  Restroom Facilities (required for events 4+ hours)  Tents/Canopies								
Restroom Facilities (required for events 4+ hours)  Tents/Canopies								
Alcohol (security is required)  Security (required when serving alcohol)								
Not sure if you need an A&E Permit? Go to:								
Amusement & Entertainment Permit #http://www.in.gov/dhs/2795.htm								
Stage Fireworks Outdoor cooker/grill Other								

for Depot lot to barricade oft **Optional Equipment & Services:** Traffic Control barricades No Parking signs, water barriers, Road Closed Signs \$25 City Equipment: Trash totes, picnic tables, other \$25 **Timetable** (Minimum # of days. Advanced planning is encouraged; sequence remains the same) 14 days 7 days 21 days 42 days Pre-planning **Notices Event Preparation** Event Begin 1st week 2nd week 3rd week 4th week 5th week 6th week Contact Submit Board of Neighbors Date Application Works Public First contact prior to Board of Pre-event Hearing & of Works Event Meeting Approval Hearing Application submittal checklist Application NO City Streets are being closed. Pre-event meeting (if required) Good Neighbor letter to neighboring properties (send out prior to Board of Works hearing) Letter of request to Board of Works (omit if only using Big Four Depot community room) Receipt – payment made to City of Lafayette Damage Deposit: (required only when renting Depot) (fee waived when renting Depot) Permit Fee: Rental Fee: Equipment & Services: (optional) Certificate of Insurance Amusement & Entertainment Permit # \_\_N A Not sure if you need an A&E Permit? Want more information? Go to: http://www.in.gov/dhs/2795.htm and see definition of A&E Permit in Rule and **Regulations** instructions found at the same link as the **Special Event Application** Traffic Control / Public Safety / Emergency Plan User Agreement Board of Public Works and Safety meeting (if required)

#### **USER AGREEMENT:**

INDEMNIFICATION AND RELEASE. In consideration of being permitted the use of the venue(s) indicated above on this document (the "Property"), which Property is owned by the City of Lafayette, User as indicated below, for User and User's legal representatives, successors, and assigns, hereby releases waives and discharges the City of Lafayette, it officers, departments and employees and of them (herein collectively, "City") from all liability to User and User's officers, members, legal representatives, successors, invitees and assigns (herein collectively "User") from any and all loss or damage, and any claim of damages resulting therefore, on account of injury to persons or property arising out of possession or use of the Property, whether caused by the negligence of City, or any of them, or otherwise, resulting during the time the User is entitled to occupy and use the Property. User shall exercise the privileges under this Agreement at User's own risk, and irrespective of any negligence of City, User shall indemnify and hold City harmless from any and all liability for all damages, costs, losses and expenses resulting from, arising out of, or in any way connected with User's use and possession of the Property, including attorney fees incurred by City in defending any action arising out of User's possession or use of the Property, whether caused by negligence of the City, or any of them, or otherwise. City shall not be liable to User for any reason whatever User's occupation or use of the Property shall be hindered or disturbed. User agrees that User has made inspection of the Property and is not relying upon any representations of City or any of them as to the condition of state of repair of the Property or to its suitability for any particular purpose. This release, waiver, and indemnification is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have read the above Indemnification and Release and the Policy and Rules governing the use of any public property, city street, sidewalk or public property within the city's right-of-way, the James F. Riehle Plaza, Big Four Community Room, and John T. Myers Main Street Pedestrian Bridge. I agree on my own behalf, and on behalf of the group or organization I am authorized to represent, to such Indemnification and Release and to follow such Rules and Regulations which are incorporated and made a part of this user agreement.

"Lafayette Board of Works"	"User"
By:	By: Cendy Murray
	Signature U Printed:
	Date: 9-21-20

#### COVID-19 Rules for Foot Pursuit

Safety for our staff, participants and volunteers are most important during this challenging time during our fight against COVID-19. We are continuing to work with the city, state and local officials along with following the CDC's recommendations and our local Health department. We are confident that we can produce a safe event for all but we want all participants to know the event will look different from year's past, including a new route and venue. Please read the changes below.

- Capacity limit for the 5K = 250
- Masks will be required for all pre-and post-race activities, NOT required while running
- Water will be placed on tables on the course. Volunteers will not be handing out cups
- The course will be a loop to reduce the number of volunteers needed for water stops.
- In the event of the trail being impassable due to high water or inclement weather the race will be canceled. The race will not be rescheduled and entries are non-refundable.
- Packet pick up will be on race day beginning at 7:30 am please social distance during this process.

#### 2020 LPD Foot Pursuit 5k Safety Protocols

<u>Date</u>

Saturday, October 31

Time

0730-1100 hrs.

Location

Riehle Plaza

#### Race Course

Participants will begin at Riehle Plaza and take the pedestrian bridge down to the Heritage Trail. Participants will take the Heritage Trail to the southwest corner of the City municipal golf course, where they will turn around and back track to Riehle Plaza to finish.

#### **Event Safety Protocols**

- Event has been capped at 250 people (This includes participants and event staff)
- All participants and event staff must follow COVID safety procedures
- Virtual race option available
- Riehle Plaza will be secured with 3 entrances
  - Participants must enter the venue at any of the three entrances where volunteer will:
    - Temperature check
    - Confirmed wearing of mask
      - Extra masks will be on hand
    - Ensure hand sanitation
    - Encourage social distancing
  - Participants will not be permitted in the venue if they refuse to comply with safety protocols
- Participants can begin run at any time after check-in

- o X's will be placed 6-feet apart at registration table to promote social distancing
- There will be an official 0830 race start time for those who want to wait
  - o Social distancing will be encouraged prior to official race start time
  - Time does not begin until passing through timing system, so no rush to begin running
- Participants will not have to wear a mask during the run/walk
  - o Participants will be required to wear a mask pre and post-race while in the Riehle Plaza venue
- Awards will be given out as soon as those individuals have completed the race
  - o There will not be an official award ceremony at the end of the event
- If race needs to be canceled due to weather or COVID outbreak, it will not be rescheduled
  - o Everyone will be provided a virtual option at that point
- A volunteer wearing a mask and gloves will distribute bottle water, bananas, and donuts to participants

As of Saturday, September 26, Indiana is currently in Stage 5 of the COVID Back on Track plan with mandatory mask wearing. Stage 5 allows for up to 500 people at large gatherings. The Foot Pursuit will remain at a maximum of 250 people to ensure the safety of all involved.

Please contact me with any questions or concerns.

Respectfully,

Sergeant Ian O'Shields

Community Outreach

Lafayette Police Department



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRO	DUCER				CONTACT NAME: Marci Kuhlman Account Manager						
Her	nriott Group, Inc.				PHONE (A/C, No, Ext): (765) 429-5000 FAX (A/C, No): (765) 423-2599						
Renaissance Place				E-MAIL abdress: mkuhlman@henriott.com							
250	Main Street, Suite 650									NAIC#	
Lafa	ayette			IN 47901-1287	INSURER A : Atlantic Specialty Ins Co 27154						
INSU	IRED				INSURER B: JWF Specialty Company (Div of Old National Ins)						
City of Lafayette				INSURER C:							
	20 North 6th Street				INSURER D :						
					INSURER E :						
	Lafayette			IN 47901	INSURER F:						
CO	VERAGES CER	TIFIC	ATF	NUMBER: 2020-21 Liabil							
	HIS IS TO CERTIFY THAT THE POLICIES OF I				ISSUED	TO THE INSUR			IOD		
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
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								MED EXP (Any one person)	\$ EXC	LUDED	
Α				791-00-04-29-0009		07/01/2020	07/01/2021	PERSONAL & ADV INJURY	\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000		
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000		
	OTHER:							Employee Benefits	\$ 1,00	0,000	
	AUTOMOBILE LIABILITY  ANY AUTO  OWNED AUTOS ONLY HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
A								BODILY INJURY (Per person)	\$		
				791-00-04-29-0009		07/01/2020	07/01/2021	BODILY INJURY (Per accident)	\$		
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	Moreo one:							Uninsured motorist	\$ 1,000,000		
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	If yes, describe under DESCRIPTION OF OPERATIONS below				- 1			E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		
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** FILE COPY **				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE							